

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE

FEB 29 2008

TO LEASE NO. GS-11B-01853

ADDRESS OF PREMISES: NOAA Center for Weather & Climate Prediction
5830 University Research Court
Riverdale, MD 20737

THIS AGREEMENT, made and entered into this date by and between **Maryland Enterprise, L.L.C., a Delaware limited liability company**

whose address is c/o Opus East L.L.C.
2099 Gaither Road, Suite 100
Rockville, MD 20850

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. The name of the building to be constructed on the site commonly known as "Avanti" at the above address is to be referred to hereafter as "NOAA Center for Weather and Climate Prediction". This action is to correct an administrative error and to conform to the original intent of the Government.
2. The common address of the subject property is changed to 5830 University Research Court, Riverdale, MD 20737.

CONTINUED ON FOLLOWING PAGE

This document will not constitute a payment obligation until the date of execution by the United States.

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed there names as of the above date.

LESSOR, Maryland Enterprise, L.L.C., a Delaware limited liability company

BY (b) (6)
(Signature)
IN PRESENCE OF (b) (6)
(Signature)

President
(Title)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY (b) (6)
(Signature)

Contracting Officer
(Official Title)

3. The Parties acknowledge the following: that the anticipated full occupancy date of February 1, 2008 will not be met as provided in Paragraph 1.6 of the SFO of the Lease and the Lease Schedule entitled "SFO Attachment #3, Design and Construction Schedule." Construction commenced on May 9, 2007. The Parties further acknowledge that the Lease provides that in the event that the premises will not be 80% complete by the Delivery Date defined in Clause 11 of the Form 3517X (Credit Lease General Clauses) of the Lease, the Lease provides the Government the right to either seek to terminate the Lease or extend the Delivery Date.

4. By execution of this SLA #2, the Government elects to re-establish the Delivery Date as it relates to Clause 11 of the Form 3517X (Credit Lease General Clauses) of the Lease solely for the purpose of exercising a limited forbearance with respect to the termination of the Lease. As reflected in the attached Diagrams (4 pages corresponding to the 4 floors), the Lessor agrees that Phase I (Partial first floor and all of second floor) will be delivered not later than May 14, 2009, and that the remainder of the demised premises (Phase II, including floors three and four and the balance of floor one) will be delivered by July 22, 2009 (the "New Dates"), with each delivery subject only to punchlist items which do not materially interfere with or materially diminish the Government's ability to access the space for purposes of installing its furniture and equipment. The Parties acknowledge that the Lessor shall not be held responsible for limitations on the Government's ability to access the delivered space for its intended purposes where such limitations are imposed by local permitting authorities. In the event the New Dates set forth in this Paragraph 4 are not achieved, the Government's termination rights shall be as set forth in Clause 11 of the Form 3517X (Credit Lease General Clauses), such that for purposes of Clause 11, "New Dates" is inserted in lieu of "Delivery Date" at Clause 11(a). If causes which occur subsequent to February 4, 2008, delay completion of the Project beyond the New Dates and said causes entitle the Lessor to time extensions under the Lease, the New Dates will be adjusted in accordance with the provisions of the Lease to extend the Government's forbearance of its termination right. It is expressly understood, however, that the Government has not approved the dates set forth in this Paragraph 4 for any purpose whatsoever other than the forbearance of its termination right.



5. The Parties expressly acknowledge that: (i) the new delivery dates referenced in Paragraph 4 of this SLA (or the "New Dates") only relate to the limited forbearance of the right to terminate this Lease; (ii) the New Dates are not agreed upon for purposes of allocating Project delay in accordance with the Lease documents, including Paragraph 3.15 of the SFO of the Lease; and (iii) that nothing in this SLA #2 is intended to alter the rights and obligations of the Parties hereto regarding requests for extensions of time by the Lessor and other requests for equitable adjustments, including compensation, or the Government's right to assess liquidated damages and exercise any other remedies it may have for Lessor's late completion. Each signatory hereto expressly reserves any and all causes of action and any and all remedies, (with the provision that termination by the Government shall be governed by the terms of Paragraph 4 above,) and defenses it has or may have, whether known or unknown, whether existing now or hereafter, under the Lease documents, in equity, or at law.

6. The Parties acknowledge that there are no third party beneficiaries to this SLA #2, nor do the Parties intend that there be such. The Parties also agree that either Party hereto is entitled to enter into agreements with third parties, regardless whether the subject matter of any such third party agreement may involve the subject matter of this Lease, and any such third party agreement shall not modify the Parties' rights vis-à-vis one another.


LESSOR




GOVERNMENT

(b) (5), (b) (7)(F)


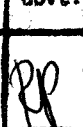
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INITIALS

Lessor	Govt.
